

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA  
EASTERN DIVISION  
No. 4:14-CV-186-D

SAUL HILLEL BENJAMIN, )  
                            )  
Plaintiff,              )  
                            )  
v.                         )                          **VERDICT FORM**  
                            )  
NICHOLAS SPARKS, et al., )  
                            )  
Defendants.             )

We the jury unanimously answer the issues as follows:

ISSUE 1

1. Did plaintiff Saul Hillel Benjamin prove by a preponderance of the evidence that his resignation from defendant the Epiphany School of Global Studies was involuntary?

ANSWER:    \_\_\_\_ Yes     No

*If you answered Issue 1 "Yes," then answer Issue 2.*

*If you answered Issue 1 "No," then do not answer Issue 2 and answer Issue 3.*

ISSUE 2

2. Did defendant the Epiphany School of Global Studies prove by a preponderance of the evidence (1) that it would have terminated plaintiff Saul Hillel Benjamin "for cause" under § 7(b) of the Employment Contract based on information that it possessed in November 2013; or (2) that it would have terminated plaintiff Saul Hillel Benjamin "for cause" under § 7(b) of the Employment Contract based on after-acquired evidence of plaintiff Saul Hillel Benjamin's misconduct; or (3) that it never would have hired plaintiff Saul Hillel Benjamin based on after-acquired evidence of plaintiff Saul Hillel Benjamin's misconduct?

ANSWER:    \_\_\_\_ Yes    \_\_\_\_ No

*Answer Issue 3.*

### ISSUE 3

3. Did plaintiff Saul Hillel Benjamin prove by a preponderance of the evidence that his resignation from the Nicholas Sparks Foundation was involuntary?

ANSWER: \_\_\_\_\_ Yes       No

*If you answered Issue 3 "Yes," then answer Issue 4.*

*If you answered Issue 3 "No," then do not answer Issue 4 and answer Issue 5.*

### ISSUE 4

4. Did defendant the Nicholas Sparks Foundation prove by a preponderance of the evidence (1) that it did or would have terminated plaintiff Saul Hillel Benjamin "for cause" under § 6 of the Independent Contractor Agreement based on information that it possessed in November 2013; or (2) that it would have terminated plaintiff Saul Hillel Benjamin "for cause" under § 6 of the Independent Contractor Agreement based on after-acquired evidence of plaintiff Saul Hillel Benjamin's misconduct; or (3) that it never would have hired plaintiff Saul Hillel Benjamin based on after-acquired evidence of plaintiff Saul Hillel Benjamin's misconduct?

ANSWER: \_\_\_\_\_ Yes      \_\_\_\_\_ No

*Answer Issue 5.*

### ISSUE 5

5. Did plaintiff Saul Hillel Benjamin prove by a preponderance of the evidence that the defendant the Epiphany School of Global Studies terminated his employment because it regarded him as having a physical or mental impairment in violation of the Americans With Disabilities Act?

ANSWER: \_\_\_\_\_ Yes       No

*If you answered "Yes" to Issue 5, then answer Issue 6.*

*If you answered "No" to Issue 5, then answer Issue 7 and do not answer Issue 6.*

### ISSUE 6

6. (a) What amount of non-pecuniary damages is plaintiff Saul Hillel Benjamin entitled to recover from defendant the Epiphany School of Global Studies as a result of its violation of the Americans with Disabilities Act?

\$ \_\_\_\_\_.

(b) What amount of punitive damages is plaintiff Saul Hillel Benjamin entitled to recover from defendant the Epiphany School of Global Studies as a result of its violation of the Americans with Disabilities Act?

\$ \_\_\_\_\_.

*Answer Issue 7.*

## ISSUE 7

7. (a) Did the plaintiff, Saul Hillel Benjamin, prove by a preponderance of the evidence that the defendant, Nicholas Sparks, slandered him by saying to the Board of Trustees of the Epiphany School of Global Studies that Saul Hillel Benjamin "may be suffering from dementia or Alzheimer's or something along those lines" because "he just did not appear rational" in his actions in their meeting on November 21, 2013?

ANSWER:  Yes  No

(b) Did the plaintiff, Saul Hillel Benjamin, prove by a preponderance of the evidence that the defendant, Nicholas Sparks, slandered him by saying to Renee Coles and her husband that he terminated Saul Hillel Benjamin because Saul Hillel Benjamin "had dementia and bipolar disease" and that "bipolar disease runs in Benjamin's family?"

ANSWER:  Yes  No

*If you answered "No" to the two parts of Issue 7, then do not answer Issue 8. The case is over. Please have the foreperson sign and date the verdict form below.*

*If you answered "Yes" to any part of Issue 7, then answer Issue 8.*

## ISSUE 8

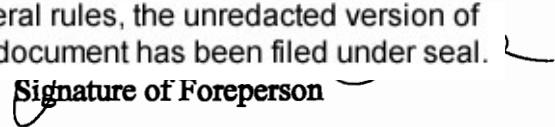
8. What amount of compensatory damages is plaintiff Saul Hillel Benjamin entitled to recover from defendant Nicholas Sparks on his slander claim?

\$ \_\_\_\_\_.

*Please have the foreperson sign and date the verdict form below.*

These are our unanimous answers. So say we all. This \_\_\_ day of August 2019.

**REDACTED VERSION**

Pursuant to the E-Government Act and the federal rules, the unredacted version of this document has been filed under seal. 

Signature of Foreperson